



Plattsburgh, New York

Randal J. Stone
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-561-5965
Fax: 518-561-8236
stoner@cityofplattsburgh-ny.gov

MEMO

TO: Mayor James Calnon
Members of the Common Council

FROM: Assistant Fire Chief, Randal Stone

DATE: July 17, 2014

RE: Fire and Ambulance Responses

For this two week period: Thursday, July 3, 2014 to Tuesday, July 16, 2014
our Department has responded to the following:

Fire Calls

35

- 1 hazmat release investigation
- 10 system activations
- 8 EMS assist
- 7 MVA
- 1 water/steam leak
- 1 arcing
- 1 person in distress
- 1 service call
- 1 heat from short circuit
- 1 windstorm assessment
- 2 dispatched/cancelled enroute
- 1 electrical wiring problem

Ambulance Calls

107

Mutual Aid by CVPH

20

BUILDING INSPECTOR'S COMPLAINT REPORT: JULY 15, 2014

DATE	STREET #	STREET NAME	COMPLAINT	INSP	INSPECTION REPORT	CORRECTION	CORRECTION DATE
03/14/14		MONTY ST (SOUTH SIDE OF STREET)	COMPLAINANT STATES THAT MANY SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW ON SOUTH SIDE OF STREET	KB	NOT VERIFIED AT TIME OF INSPECTION	NO CORRECTION REQUIRED	03/18/14
04/08/14	5084	SOUTH CATHERINE ST	GARBAGE	KB	VIOLATION NOTICE ISSUED	CORRECTED	04/07/14
04/10/14	7	WILLIAMS ST	BATHROOM REPAIRS	KB	NO VIOLATION PRIOR TO STUDENT MOVE IN, SPOKE TO OWNER ABOUT REPAIRS	CORRECTED	09/14/14
04/25/14	47	LAFAYETTE ST	GARAGE IN REAR OF PROPERTY FALLING APART	KP	VERBAL NOTICE OF VIOLATION	CORRECTED	06/23/14
05/19/14	38	OLIVETTI PL	REPLACE WIRE, METER BOX AND ROD	KP	VIOLATION NOTICE ISSUED	CORRECTED	06/26/14
05/28/14	67	CLUB RD	TREE LIMBS NEED TO BE REMOVED AND NEEDS TO BE RAKED	KB	NO VIOLATION	NO VIOLATION TO CORRECT	
05/29/14	35	SOUTH PERU ST	CARS PARKED ON FRONT LAWN	KB	VIOLATION NOTICE ISSUED	CORRECTED	06/20/14
06/03/14	123	SOUTH PERU ST	TALL GRASS/WEEDES	KB	VIOLATION NOTICE ISSUED	CORRECTED	06/06/14
06/03/14	135	SOUTH PERU ST	TALL GRASS/WEEDES	KB	VIOLATION NOTICE ISSUED	CORRECTED	06/10/14

DATE	STREET #	STREET NAME	COMPLAINT	INSP	INSPECTION REPORT	CORRECTION	CORRECTION DATE
06/03/14	138	SOUTH PERU ST	TALL GRASS/WEEEDS	KB	VIOLATION NOTICE ISSUED	CORRECTED	06/05/14
06/03/14	52	SOUTH PERU ST	TALL GRASS/WEEEDS	KB	VIOLATION NOTICE ISSUED, CUT BY DPW	CORRECTED	06/03/14
06/03/14	37	TREMBLAY AVE	TALL GRASS/WEEEDS	KB	VIOLATION NOTICE ISSUED, CUT BY DPW	CUT BY DPW	CORRECTED
06/05/14	14	MONTY ST	TALL GRASS/WEEEDS	KB	VIOLATION NOTICE ISSUED	CORRECTED	06/09/14
06/05/14	17	SOUTH PERU ST	TALL GRASS/WEEEDS	KB	VIOLATION NOTICE ISSUED	CORRECTED	06/09/14
06/06/14	63	JOHNSON AVE	TALL GRASS/WEEEDS	KB	VIOLATION NOTICE ISSUED	CORRECTED	06/11/14
06/06/14	67	JOHNSON AVE	TALL GRASS/WEEEDS	KB	VIOLATION NOTICE ISSUED	CORRECTED	06/11/14
06/09/14	130	BRINKERHOFF ST	TALL GRASS/WEEEDS	KB	VIOLATION NOTICE ISSUED	CORRECTED	06/13/14
06/09/14	137	BRINKERHOFF ST	TALL GRASS/WEEEDS	KB	VIOLATION NOTICE ISSUED	CORRECTED	06/13/14

DATE	STREET #	STREET NAME	COMPLAINT	INSP	INSPECTION REPORT	CORRECTION	CORRECTION DATE
06/09/14	147	BRINKERHOFF ST	TALL GRASS/WEEDS	KB	VIOLATION NOTICE ISSUED	CORRECTED	06/09/14
06/18/14	5007	SOUTH CATHERINE ST	POWER TURNED OFF, UNSANITARY CONDITIONS	KB	POSTED, TENANT MOVED OUT	CORRECTED	06/09/14
06/24/14	29	WEED ST	FURNITURE ON CITY PROPERTY	KP	VIOLATION NOTICE ISSUED	CORRECTIVE ACTION IN PROCESS	
06/30/14	34	BRINKERHOFF ST	DOG WASTE FROM SURROUNDING APARTMENT BUILDINGS	CB		CORRECTIVE ACTION IN PROCESS	
06/30/14	42	LORRAINE ST	ROOF AND OTHER LEAKS, MOLD	KP		CORRECTIVE ACTION IN PROCESS	
06/30/14	310	MARGARET ST	GARBAGE	KP		CORRECTIVE ACTION IN PROCESS	
06/30/14	30	SAILLY AVE	COUCH ON LAWN AND TALL GRASS	KP		CORRECTIVE ACTION IN PROCESS	
07/01/14	175	BOYNTON AVE	TALL GRASS	JM	VERBAL NOTICE OF VIOLATION	CORRECTED	07/07/14
07/01/14	2	CHAMPLAIN ST	FURNITURE ON FRONT LAWN	KP		CORRECTIVE ACTION IN PROCESS	

DATE	STREET #	STREET NAME	COMPLAINT	INSP	INSPECTION REPORT	CORRECTION	CORRECTION DATE
07/01/14	44	CHAMPLAIN ST	FURNITURE ON FRONT LAWN	KP		CORRECTIVE ACTION IN PROCESS	
07/01/14	87	CHAMPLAIN ST	FURNITURE ON FRONT LAWN	KP		CORRECTIVE ACTION IN PROCESS	
07/01/14	55	MONTCALM AVE	FURNITURE ON CITY PROPERTY	KP	VIOLATION NOTICE ISSUED	CORRECTIVE ACTION IN PROCESS	
07/01/14	50	SANDALWOOD AVE	MOLD	KB		CORRECTIVE ACTION IN PROCESS	
07/01/14	42	SOUTH PLATT STREET	GARBAGE	KP	VERBAL NOTICE OF VIOLATION	CORRECTIVE ACTION IN PROCESS	
07/01/14	32	ST. CHARLES ST	GARBAGE FROM SIDING REMOVAL, PERMIT?	KP		CORRECTIVE ACTION IN PROCESS	
07/03/14	114	BRINKERHOFF ST	MISCELLANEOUS COMPLAINTS	CB		CORRECTIVE ACTION IN PROCESS	
07/07/14	6	WALWORTH ST	COUCH DROPPED OFF IN FRONT OF PROPERTY	KP		CORRECTIVE ACTION IN PROCESS	
07/09/14	69	MILLER ST	REPLACE ROOF, NO PERMIT	KP		CORRECTIVE ACTION IN PROCESS	

DATE	STREET #	STREET NAME	COMPLAINT	INSP	INSPECTION REPORT	CORRECTION	CORRECTION DATE
07/10/14	4	KELLOG CT	LARGE BILLBOARD TRUCK PARKED NEXT TO NEIGHBOR'S HEDGE	KP		CORRECTIVE ACTION IN PROCESS	
07/10/14	376	MARGARET ST	WATER SHUT OFF	CB		CORRECTIVE ACTION IN PROCESS	
07/14/14	15	COUCH ST	TALL GRASS	JM		CORRECTIVE ACTION IN PROCESS	
07/14/14	9	COUCH ST	TALL GRASS	KP		CORRECTIVE ACTION IN PROCESS	
07/14/14		OAK ST	DEBRIS IN PARKIN LOT	JM		CORRECTIVE ACTION IN PROCESS	
07/15/14	21	PALMER ST	GARBAGE, BUREAU ON PORCH	KP		CORRECTIVE ACTION IN PROCESS	
07/15/14	43	PIKE ST	GARBAGE	JM		CORRECTIVE ACTION IN PROCESS	

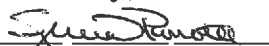
CITY OF PLATTSBURGH, NEW YORK
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of:

"Jun14

REVENUE SOURCE		CITY REVENUE	DUE OTHERS	TOTAL
Bingo Licenses (City)	25-2540	0.00		0.00
Bingo Licenses (State)	1-0632	0.00		0.00
Bingo License Fees 3%	25-2540	306.15		306.15
Building Permits	25-2555	5328.00		5328.00
Circus License	25-2502	0.00		0.00
City Code	12-1255	0.00		0.00
Code Civil Compromise	26-2614	0.00		0.00
Contractor Fees	25-2557	400.00		400.00
Dog Licenses	25-2542	375.00		375.00
State Neuter/Spay surcharge			58.00	58.00
Extract of Records	12-1255	25.50		25.50
Game of Chance Lic. (City)	25-2541	0.00		0.00
Game of Chance Lic. (State)	1-0632	0.00		0.00
Gas Permits	15-1540	90.00		90.00
Going Out of Business Lic	25-2509	0.00		0.00
Hauler's Licenses	25-2505	130.00		130.00
Housing Code	21-2110	0.00		0.00
Impound Fees	15-1550	125.00		125.00
Interest Temp	1124-2401	31.04		31.04
Jeweler's Licenses	25-2503	0.00		0.00
Marriage Licenses	25-2545	910.00	1170.00	2080.00
Notary Fees	12-1255	2.00		2.00
Peddler/Vendor Licenses	25-2503	420.00		420.00
Returned Check Charges	12-1255	0.00		0.00
Sign Permits	25-2590	100.00		100.00
Specifications	T-30		95.00	95.00
Special Use Permits	21-2110	0.00		0.00
Subdivision Fee	21-2110	25.00		25.00
Subdivision Ordinance	12-1255	0.00		0.00
Taxi Operator's Licenses	25-2507	300.00		300.00
Taxi Vehicle Licenses	25-2504	0.00		0.00
Tree/Stump Removal License	25-2508	360.00		360.00
Vital Statistics	16-1603	4648.00		4648.00
Zoning Ordinances	21-2110	0.00		0.00
Zoning Variances	21-2110	100.00		100.00
				0.00
OTHER REVENUE				
Riverwalk				
1127-2753		265.00		265.00
Auditorium				
1127-2752		0.00		0.00
Centennial Plaques				
1127-2705		0.00		0.00
Lake Champlain Memorial				
1127-		0.00		0.00
RECOVERED FUNDS				
Telephone				
1-1410000-4414		0.00		0.00
Postage				
1-1410000-4470		29.50		29.50
Print & Copy				
1-1410000-4431		0.00		0.00
DISBURSEMENTS:		\$13,970.19	\$1,323.00	\$15,293.19
N.Y.S. Dept of Health	\$1,170.00	Check No 1318		
N.Y.S. Dept of Ag & Mkts	\$58.00	Check No 1319		
Total Paid Others:				\$1,228.00
ADJUSTMENT: None				\$0.00
Chamberlain (Spec. Deposits)	\$95.00	Check No 1320		
Chamberlain (Net Revenues)	\$13,970.19	Check No 1321		
Amount Due City Chamberlain:				\$14,065.19
				\$15,293.19

Dated at Plattsburgh, New York


Sylvia Parrotte,
City Clerk

15-Jul-14

Carlin, Beth

From: Peters, Steve
Sent: Wednesday, July 09, 2014 3:48 PM
To: Carlin, Beth
Subject: Agenda Item

Beth-
With the Mayor's approval:

Request from Shauna miller to hold the 3rd Annual Great Pumpkin Prediction Race at the Crete Civic Center on October 25, 2014.'

Thanks,

Steve Peters

Superintendent of Recreation | City of Plattsburgh, Plattsburgh, NY 12901 | p: 518.324.7709

Statement of Confidentiality

The contents of this e-mail message and any attachments are confidential and are intended solely for addressee(s). This transmission is sent in trust, for the sole purpose of delivery to the intended recipient(s). If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately **notify** the sender by reply e-mail or phone and **delete** this message and its attachments, if any.

7/7/14
Agenda

Saturday, July 5, 2014

Plattsburgh City Council
41 City Hall Place
Plattsburgh, New York 12901

To whom it may concern:

On August 2, 2014 the Plattsburgh farmer's market is planning a celebration aimed at promoting healthy lifestyle and increase awareness of the local businesses.

The event will focus on family and children. Last year festivity was a great success and brought a large number of people downtown.

This year we would like to continue such tradition and more events has been added to make this day even more attractive than the past.

We would like to have again your permission and support to this event as you did last year.

In particular, we would like to install an Inflatable bounce castle to be placed in the parking lot between the market building and the ex-gas station facility. The inflatable bounce house will be installed by Taylor Rental of Plattsburgh the same way was done last year. The device will be used for no more than 4 hours. We expect to be in operation from 10 am to 1:30 pm. The market will close at 2:00 pm. Insurance will be provided by Taylor Rental and the City of Plattsburgh will be listed as additional insured.

We appreciate your time and consideration on this matter and what I believe is a very important event to support and promote our local market.

Please feel free to contact me if you have any question at :
me at

or email

Sincerely,



Paolo Fedi
For the Plattsburgh Farmer's Market



Plattsburgh, New York

Richard A. Marks
City Chamberlain

Department of Finance
6 Miller Street
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

Date: July 9, 2014
MEMO TO: Mayor Calnon
FROM: Richard Marks
RE: Recreation Department – Budget Transfer

It is being requested to adjust amounts for the 2014 Budget as follows:

Decrease Appropriation: Capital Fund – Transfers	1-9550000-9000	\$26,000.00
Increase Appropriation: Recreation – Technical Equipment	1-7020000-2400	\$26,000.00

This request provides for a transfer within the 2014 budget for payment of a restroom trailer for the Recreation Department to deploy when necessary to various City venues in support of public recreation programs. The transfer to the Recreation Technical Equipment line item is being made from the Capital Fund Transfers budget line item, both within the General Fund, to provide the funding for this unbudgeted appropriation. The transfer leaves the 2014 General Fund Budget for total appropriations unchanged.

Thank you for your attention to this request.

Cc: Carole Garcia
Steve Peters



Attn: Steve Peters
 Phone: (518) 324-7709
 Email: peterss@cityofplattsburgh-ny.gov
 Phone: 1-877-600-8645 | Email: bih@portablerestroomtrailers.com | www.portablerestroomtrailers.com

PURCHASE QUOTE

Used 2012 Comfort Series 3 Station Restroom Trailer



Attention: Steve Peters
 Phone: (518) 324-7709
 Municipality: City of Plattsburgh NY
 Location: 4 Beach Rd
 Plattsburgh, NY 12901
 Email: peterss@cityofplattsburgh-ny.gov

6428 Wilkinson Boulevard #141
 Charlotte, NC 28012

Portable Restroom Trailers, LLC

51% Woman-Owned
 WOSB Certified
 Disadvantaged, Small Business Enterprise

DUNS # 806679325
 CAGE CODE # 4VAL5
 TIN # 260516406
 NAICS 562991
 CCR Registered
 ORCA Registered
 DBE Registered

Date of Estimate: July 8, 2014
 Inventory ID: FR568727
 Trailer Name: Used 2012 Comfort Series 3 Station
 Description: Used Equipment

Estimate good until July 28, 2014

DESCRIPTION & DETAIL

Portable Restroom Trailers LLC with deliver one **Used 2012 Comfort Series 3 Station Restroom Trailer**.

Thank you for your interest in **Portable Restroom Trailers**! We provide you with only the best restroom units and shower trailers, built by the top manufacturers of restroom trailers. Count on us to provide you with the best new portable restroom solutions.



Used 2012 Comfort Series 3 Station Restroom Trailer - Do not let this one get away! This is 2 year old Comfort Series 3 station that shows like new, with all the bells and whistles that you come to expect from this line top of the line unit, fresh water tank, and a large waste water tank with a monitoring system, 1 men's private washroom and 2 ladies private powder

Quote Prepared by: Kate Vega 7-8-2014

6428 W Wilkinson Blvd
 Suite #141
 Belmont, NC 28012

4607 Charlotte Hwy
 Suite #11
 Lake Wylie, SC 29710

850 E. Western Reserve Rd.
 Suite #3A-102
 Poland, OH 44514



Attn: Steve Peter
 Phone: (818) 324-7700
 Email: peterss@cityofplattsburgh-ny.gov
 Phone: 1-877-600-8645 : Email: bill@portablerestroomtrailers.com | www.portablerestroomtrailers.com

rooms. This Portable Restrooms Trailer is one of the most popular series; this 3 station unit is just the right size for smaller venues, weddings, anniversaries, block parties, and other private functions. Perfect for events and wedding for up to 350 guests, this is our #1 backyard unit, with compact design that fits almost any location, easy to tow. Each Suite Includes a large wall-to-wall vanity; an attractive designer granite-look countertop with oval sink, and a through-counter waste receptacle to keep a clean, fresh appearance. Accompanying a family member into the restroom is easy with the two low riser steps and roomy interior. Each unit includes complete climate control with air conditioning and heat.

DESCRIPTION		QTY	PER UNIT
Used 2012 Comfort Series 3 Station	Used Trailer	1	\$21,580
Freight		1	TBD

***All applicable taxes are to be paid by the buyer at the time of title transfer.**

***Portable Restroom Trailers, LLC provides an original title or MSO (Manufacturer's Statement of Origin) after completion of purchase**

Please do not hesitate to contact me with any further questions. I will call you within the next day or so to answer any questions and get you set up with the best unit for your location.

Thank you,

Bill McCormick
 Portable Restroom Trailers, LLC
 Phone: (877) 600-TOILETS [8645]
 Mobile: (716) 674-1973
 Email: bill@portablerestroomtrailers.com

Quote Prepared by: Kate Vega 7/5/2014

6428 W Wilkinson Blvd
 Suite #141
 Belmont, NC 28012

4607 Charlotte Hwy
 Suite #11
 Lake Wylie, SC 29710

850 E. Western Reserve Rd.
 Suite #3A-102
 Poland, OH 44514



MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, New York

6 Miller Street
Plattsburgh, New York 12901
Ph # 518-563-2200
Fax: 518-563-6690

TO: Mayor James Calnon

FROM: William J. Treacy, P.E., Manager 

RE: Unpaid Final Bill Account Write-off

DATE: July 8, 2014

The Management of the Plattsburgh Municipal Lighting Department respectfully requests permission to proceed with the write-off of unpaid final bills. The period covered by this write-off will be from *February 1, 2013 to February 29, 2013*. The amount of the write-off will be \$6,821.44. The percentage of write-offs for this period is .32%.

Sales for this time period were \$2,117,725.92.

Payments on letters sent out on final accounts for this period were \$2,892.56.

This write-off of unpaid bills represents 30 customers ranging as follows (all customers have no forwarding addresses and/or letters returned):

- 0 to \$50.00 – 3 customers
- \$50.01 to \$100.00 – 6 customers
- \$100.01 to \$150.00 – 5 customers
- \$150.01 to \$200.00 – 2 customers
- \$200.01 to \$250.00 – 3 customers
- \$250.01 to \$300.00 – 3 customers
- \$300.00 to \$400.00 – 3 customers
- \$400.01 to \$450.00 – 2 customers
- \$474.02 – 1 customer (no forward address)
- \$546.74 – 1 customer (no forwarding address)
- \$906.79 – 1 customer (Kristof Hertel-Rambachs, filed bankruptcy)

I thank you for your attention to this matter.

Cc: Richard Marks, City Chamberlain
Eileen Sickles, Account Systems Supervisor
Final Bill Account Write-off



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

July 14, 2014

Mayor James Calnon
And
Members of the Common Council
41 City Hall Place
Plattsburgh, N.Y. 12901

**REF: Recommendation of Award for
"Painted Pavement Markings;"
Contract #2014-17**

Dear Mayor Calnon & Common Council:

We received and opened bids on Tuesday, May 27, 2014 for Contract #2014-17, "Painted Pavement Markings." A bid tabulation is attached for reference.

I have reviewed the bid and find it conforms to the specified requirements. Therefore, I recommend that a contract be awarded to, **Accent Striping Inc., 3275 N. Benzing Road, Orchard Park, NY 14127** for the unit prices quoted and total estimated cost of \$18,505.00 for the Base Bid, Alternate Bid No. 1 for \$36,635.00 for the Margaret Street Bike Lanes, for a total contract price of \$55,140.00.

Sufficient funding is available from the Public Works Contracted Services Budget.

Very truly yours,

Kevin R. Farrington, P.E.
City Engineer

/dn

Attach.(1)

CC: City Clerk
City Chamberlain
Public Works Dept.
Dave Brown/Dave Lessor

BID TITLE:

BID TITLE:

BID OPENING DATE:

5/27/14 1004m

[illegible]

TRAFFIC ZONE DESIGNATION No. 951

In accordance with Chapter 252 of the Code of the City of Plattsburgh, New York, the following traffic control zone is hereby established:

NORTH MARGARET STREET BETWEEN BOYNTON AVENUE AND THE CITY LIMIT
SHALL BE CONVERTED FROM A 4-LANE ROADWAY TO A 3-LANE ROADWAY TO
INCLUDE ONE TRAVEL LANE IN EACH DIRECTION PLUS A CENTER TURN LANE
PLUS ONE BICYCLE LANE IN EACH DIRECTION.

The establishment of this zone shall become effective upon the erection of the proper signs and pavement markings designating the zone.

All traffic zone designations previously established that are inconsistent with this traffic zone designation are hereby repelled and superseded by this traffic zone designation. All traffic zones established for other purposes that are consistent with this traffic zone designation shall remain in effect.



Plattsburgh, New York

Office of Community Development
41 City Hall Place
Plattsburgh, New York 12901
Tele: 518-563-7642
Fax: 518-561-4208
Email: primardk@cityofplattsburgh-ny.gov

Memorandum

To: Mayor James E. Calnon and Common Council

From: Kenneth M. Primard

Date: July 10, 2014

Re: Bridge Loan – 5139 No Catherine Street– Senior Citizens Council of Clinton County

Request the Common Councils approval to provide a bridge loan in the amount of \$700,000.00 for Phase 2 of the Catherine Gardens Project.

This bridge loan meets established City of Plattsburgh policy guidelines that there exists enough equity in the property.

If you have any questions, please contact me.

Thank you.

**CITY OF PLATTSBURGH
COMMUNITY DEVELOPMENT OFFICE
BRIDGE AND REVOLVING LOAN ACCOUNT
PROGRAM APPLICATION**

1 of 3

Application # _____ Date: 7-3-14
Address of Property to be Rehabilitated: 5139 N. Catherine Street

Number of Units in Property: 12

Applicant Name: Catherine Gardens II Housing Development Fund Company, Inc.

Co-applicant Name: _____

Address: c/o Senior Citizens Council of Clinton County, 5139 N. Catherine Street
Plattsburgh, NY 12901

Phone: (Home) 518-563-6180 (Work) _____

Optional: Applicant is (check one) _____ Caucasian _____ African American
_____ Asia _____ Native American
_____ Other

In whose name(s) is the title to the property to be rehabilitated: Catherine Gardens II
Housing Development Fund Company, Inc.

Mortgages on property to be rehabilitated: _____ None ☒ Yes (will be in place at
financing closing) _____ No

Mortgagor New York State Housing Trust Fund Corporation

Mortgagor _____

Any current or pending judgments or liens _____ Yes ☒ No

Describe _____

School and land taxes paid to date _____ Yes ☒ No (owned by non-profit
and will continue to be owned by non-profit)

When was the property built? New construction

To the best of your knowledge, has a lead based paint evaluation been done on your
property or are you aware of any lead based paint on your property? _____ Yes ☒ No

Homeowner's Insurance ☒ Yes (will be in place) _____ No
Must have City listed as mortgagee until loan has been paid.

IMPORTANT – READ BEFORE SIGNING

2 of 3

I/We certify that all information in this application, including the attached tenant information, and all information furnished in support of this application, is true and complete to the best of my/our knowledge and belief. I/We authorize verification of any information contained herein. I/We acknowledge and agree (if applicable) to the attached loan fees.

Maria Alexander

Applicant

Co-applicant

Loan Fee Agreement Schedule of Loan Fees

I/We agree to pay all loan fees due in accordance with the below schedule. The fees will be reimbursement to the City of Plattsburgh for the application process, in consideration of services and assistance provided by the City of Plattsburgh Community Development Office in applying for these funds.

<u> X </u>	Initial Application Fee (City Loan Fund Only)	\$100.00
<u> N/A </u>	Loan Committee Review Fee (Economic Development Loan)	\$100.00
<u> X </u>	Inspections (Housing Development Loan)	\$100.00
<u> N/A </u>	Façade Loan (CEDRF)	\$100.00

Commitment Fees – For Loan Administration and Closures

<u> X </u>	City of Plattsburgh Revolving Loan Funds	2% of loan amount
<u> N/A </u>	Non City Loans Regardless of Source	2% of loan amount
<u> N/A </u>	Subordination Agreement Documentation Preparation Fee	\$100.00

ALL FEES ARE PAYABLE BEFORE DISPERSAL OF FUNDS, EXCEPT INITIAL APPLICATION FEE THAT IS DUE AT TIME OF APPLICATION AND IS NON-REFUNDABLE.

Interest rates are set at 3% for façade loans or $\frac{3}{4}$ of prime for all other loans at the date of Common Council project approval.

Interest on advanced funds will be billed monthly until loan is amortized.

Maria Alexander
Applicant

Seneca Citizens Council
Firm

Applicant

Date



ANDREW M. CUOMO
GOVERNOR

DARRYL C. TOWNS
COMMISSIONER/CEO

NEW YORK STATE
DIVISION OF HOUSING
& COMMUNITY
RENEWAL

April 16, 2014

HOUSING
TRUST FUND
CORPORATION

Ms. Maria Alexander
Senior Citizens Council of Clinton County, Inc.
5139 N Catherine St
Plattsburgh, NY 12901

STATE OF
NEW YORK MORTGAGE
AGENCY

NEW YORK STATE
HOUSING FINANCE
AGENCY

Dear Ms. Maria Alexander:

NEW YORK STATE
AFFORDABLE HOUSING
CORPORATION

Project ID: 20136044
Project Name: Catherine Gardens Phase II

STATE OF
NEW YORK MUNICIPAL
BOND BANK AGENCY

TOBACCO SETTLEMENT
FINANCING
CORPORATION

New York State Homes & Community Renewal (HCR) has reviewed your Unified Funding Application and has approved awards of up to \$1,500,000 of Housing Trust Fund (HTF), \$685,000 of HOME, \$685,000 of Housing Development Fund (HDF) and 3 Project-Based Vouchers to assist 12 affordable residential units.

A Housing Trust Fund Corporation (HTFC) Funding Commitment Letter will be issued to you outlining all the terms, conditions and requirements necessary to complete your project. Please be advised that activities funded under this proposal are subject to appropriation and may not be initiated until an environmental review has been conducted.

An HCR project manager will contact you shortly to arrange a Project Development meeting to review specific issues concerning your project and to finalize a development timetable.

On behalf of HCR, I commend you for your efforts in revitalizing our communities and providing affordable housing opportunities for our fellow New Yorkers. We look forward to working with you in the successful implementation of your proposal.

Sincerely,



Darryl C. Towns
Commissioner/CEO

cc: Marian Zucker, President, Office of Finance and Development

MEMORANDUM

RE: \$700,000 CONSTRUCTION LOAN FROM THE CITY OF PLATTSBURGH
TO CATHERINE GARDENS II HOUSING DEVELOPMENT FUND
COMPANY, INC.

TO: BRUCE LAWSON, KENNETH PRIMARD, CAROLE GARCIA (CITY OF
PLATTSBURGH)

FROM: MARIA ALEXANDER AND GEORGE HEZEL

DATE: JULY 14, 2014

The Senior Citizens Council of Clinton County, Inc., the sole member of Catherine Gardens Housing Development Fund Company, Inc. (the "Project Owner") expects to close on financing for the Catherine Gardens II project by late August and to begin construction at that time. In order to meet this closing schedule, we need to have a commitment from the City for the \$700,000 construction loan so that the New York State Homes & Community Renewal office can underwrite their own commitment of funds and close on their loans in the amount of \$2,200,000 to the project. The State underwriting process will likely consume several weeks but cannot commence without a commitment from the City of Plattsburgh. Therefore, in order to commence construction on Catherine Gardens II in this construction season, we urgently need the City to act to commit its funds and to provide a letter reflecting the terms of that commitment subject to the usual conditions of closing.

We understand the terms and conditions of the \$700,000 loan for the construction period to be as follows:

- The loan would fund the construction of a twelve-unit development on the currently vacant land at the site of Catherine Gardens I.
- The construction loan would be taken out by a permanent loan from the New York State Homes and Community Renewal office.
- The term of the loan would be one year, with a renewal of one year only if necessary.
- The interest rate would be 2.44% per annum.
- The City would have a second position lien on the property.
- The recording of the mortgages (which would ordinarily incur recording fees) will be exempt from fees or waived.

On Thursday, July 17, 2014, Maria Alexander, the executive director of SCCCC will be present at the City Council work session to answer questions, if any, from the members of the Council about the project and the loan. If at all possible we would like to secure a vote of approval from the Council authorizing the loan subject to normal conditions applying to such loans

We have enjoyed the strong support of the City of Plattsburgh on Catherine Gardens I and hope to have the same strong support on Catherine Gardens II.



NEW YORK STATE
DIVISION OF HOUSING
& COMMUNITY
RENEWAL

HOUSING
TRUST FUND
CORPORATION

STATE OF
NEW YORK MORTGAGE
AGENCY

NEW YORK STATE
HOUSING FINANCE
AGENCY

NEW YORK STATE
AFFORDABLE HOUSING
CORPORATION

STATE OF
NEW YORK MUNICIPAL
BOND BANK AGENCY

TOBACCO SETTLEMENT
FINANCING
CORPORATION

ANDREW M. CUOMO
GOVERNOR

DARRYL C. TOWNS
COMMISSIONER/CEO

July 15, 2014

VIA Email

Ms. Maria Alexander, Senior Citizens Council of Clinton County, Inc.
And City Council Town of Plattsburgh

RE: Catherine Gardens II

Dear Council:

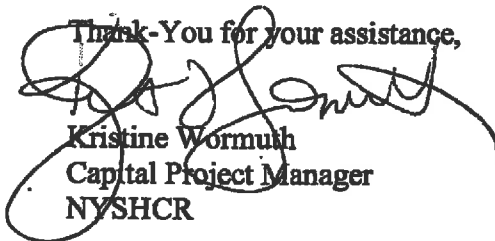
Thank-you for your interest in providing construction financing in the amount of \$700,000 as detailed in the attached Memorandum from Maria Alexander and George Hezel dated July 14, 2014.

Your prompt commitment to this project will allow HCR to issue this project the Funding Commitment Letter they desire to begin construction on the Catherine Gardens II project in early September 2014 beginning with the foundation work.

City of Plattsburgh construction financing, in the amount of \$700,000 will replace the Housing Development Fund award that was intended to be used for construction financing and will be paid back when the permanent funding source of the HOME Investment Partnership Program, in the amount of \$700,000 is closed as the permanent source. The Housing Trust Fund award, in the amount of \$1,500,000, will remain in the project as both construction and permanent financing.

Should you need further assistance, please contact me at 518-473-8399.

Thank-You for your assistance,



Kristine Wormuth
Capital Project Manager
NYSHCR

38-40 State Street, Albany, NY 12207

nyshcr.org

**Resolution for the Common Council
to establish and appoint members of a
City of Plattsburgh Oil Train Task Force**

WHEREAS many citizens in Plattsburgh are concerned about the new push by the fossil fuel industry to transport Bakken and Tar Sands Crude via rail throughout our region; and

WHEREAS refineries in Albany have expanded to accommodate an even greater volume of these and other dangerous products; and

WHEREAS New York Governor Andrew Cuomo also recognizes the risk of transporting volatile crude by rail in passing Executive Order #125 directing New York State agencies to conduct a comprehensive review of crude rail transport safety procedures and emergency response preparedness and Albany County, NY issued a moratorium on crude increases at the Port of Albany pending a public health investigation; and

WHEREAS the last few years have seen a dramatic rise in rail crude transport nationwide, and more crude oil was spilled in U.S. rail accidents in 2013 than the preceding four decades, amounting to more than 1.15 million gallons in 2013. Most tragically in July 2013, 72 tanker cars loaded with 2 million gallons of flammable crude oil derailed in Lac-Mégantic, Canada, causing explosions that killed 47 people, destroyed dozens of buildings, and caused over \$1 billion in damages; and

WHEREAS, the National Transportation Safety Board and the Pipeline and Hazardous Materials Safety Administration recently acknowledged the failure to appropriately classify the contents of crude oil shipments to reflect the hazardous and highly flammable nature of the substances being transported by rail and the devastating consequences of a crude oil rail accident including loss of life, property and environmental damage, and thus made recommendations to avoid urban areas when transporting crude, and to improve rail safety regulations for crude oil transport, including worse-case scenario emergency response plans; and

WHEREAS, increased rail crude oil traffic in the North Country corridor will lead to an increase in diesel emissions in communities along rail lines, and exposure to particulate matter from diesel engines has been linked to impaired pulmonary development in adolescents; increased cardiopulmonary mortality; measurable pulmonary inflammation; increased severity and frequency of asthma attacks, emergency room visits, and hospital admissions in children; increased rates of heart attacks and strokes in adults; increased risk of cancer; and increased asthma and lung disease in children; and

WHEREAS crude oil, like that coming from the Bakken shale reservoir, is known to be volatile, highly flammable, and contain elevated concentrations of benzene, a potent carcinogen, and

WHEREAS trains delivering crude oil traveling through the North Country will follow routes adjacent to Lake Champlain and various waterways, posing a serious threat to these ecosystems, and to Northern New York's agricultural irrigation and drinking water supplies; and

WHEREAS, given the record of crude-oil rail accidents in recent years, a train accident or derailment could have catastrophic effects if it occurred in any populated area; and

WHEREAS, historically, when environmental accidents do occur, oil companies spend years in litigation over damages as strategy to undercut payments to affected communities; and

WHEREAS, the cumulative impacts of crude oil train traffic through the North Country and other parts of Eastern New York, in addition to the cumulative upstream and downstream greenhouse gas impacts of these fossil fuels, should analyzed prior to the transport of any of these hazardous materials through our communities, now, therefore, be it

RESOLVED that the Plattsburgh City Council establishes an Oil Train Task Force made up of stakeholders that represent our community's diversity in order to further research this transport of hazardous materials through our region and to recommend to the Mayor and Council actions that will safeguard and educate our citizens; and

BE IT FURTHER RESOLVED that this Oil Train Task Force, though it will convene independently, will take no independent action, but will rather report exclusively and directly to the Mayor and Common Council.



Plattsburgh, New York

Office of Community Development
41 City Hall Place
Plattsburgh, New York 12901
Tele: 518-563-7642
Fax: 518-561-4208
Email: primardk@cityofplattsburgh-ny.gov

Memorandum

To: Mayor James E. Calnon and Common Council

From: Kenneth M. Primard

Date: July 10, 2014

Re: Subordination Agreement

We hereby request that the Council authorize the Mayor to sign a subordination agreement for property located at 95 Johnson Avenue and owned by Julie Marking. aka. Julie Burnell

The property is the site of a rehabilitation project that involved the use of Federal CDBG and HCR Funds for the homeownership program. The owner is reducing the term of mortgage by 10 years. There is no cash out in this transaction. All applicable City guidelines have been met.

If you have any questions, please contact me.

Thank you for your consideration.



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

July 15, 2014

Mayor James Calnon
And
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**Ref: Request for Permission for Mayor
To Sign Architectural/Engineering
Consultant Agreement with Stantec for
Design and ROW Services for the
Saranac River Trail, Phase 2, D034636;
PIN 7805.88, Contract #2014-26**

Dear Mayor & Councilors:

It is requested that the Common Council authorize the Mayor to sign a Design Service Agreement with **Stantec Consulting Services Inc., 3 Columbia Circle Suite 6, Albany, NY, 12203**, for design and right-of-way services associated with the Saranac River Trail, Phase 2 (Plattsburgh).

The maximum amount of funds for all work associated under this agreement will not exceed **\$230,000.00** without prior Common Council Approval. This agreement is reimbursable through New York State Dept. of Transportation TEP Funding (80%).

Very truly yours,


Kevin R. Farrington, P. E.
City Engineer

/dn

Att.

CC: City Chamberlain
Michael Zimmerman, Liaison, NYSDOT

**Architectural/ Engineering
Consultant Agreement**

PIN (s) **7805.88** Municipal Contract No. _____

Agreement made this ____ day of _____, 2014 by and between

City of Plattsburgh

having its principal office at **41 City Hall Place** in the City of **Plattsburgh, NY 12901**

and

Stantec Consulting Services, Inc. with its office at **3 Columbia Circle, Albany, NY 12203**

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this Agreement as **Saranac River Trail Phase 2 Design Phases I-VI**, (as described in detail in Attachment A annexed hereto, the "Project") the Municipality has sought to engage the services of a Consultant Engineer) to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Municipality has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, the **City of Plattsburgh**, is authorized to enter this Agreement,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

- Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";
- Attachment "A" - Project Description and Funding;

- Attachment "B" – Task List;
- Attachment "C" - as applicable,
Staffing Rates, Hours,
Reimbursable and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

- 2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Municipality with plans, estimates and other services and deliverables more specifically described in Attachment "B".
- 2.2 The CONSULTANT shall ascertain the applicable practices of the Municipality, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".
- 2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Municipality.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Municipality shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued on next page)

: 3.1 Cost Plus Fixed Fee Method

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item 1	<ul style="list-style-type: none"> Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT. The cost of Principals, Officers', and Professional Staff salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Municipality. If, within the term of the Agreement, any direct salary rates are paid in excess of the maximum shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance. 	<ul style="list-style-type: none"> Actual cost incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative. Not to exceed the maximum allowable hourly rates of pay described in Attachment C of the Agreement, all subject to audit. Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Municipality. 	<ul style="list-style-type: none"> The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. Bills are subject to approval of the Municipality and Municipality's Representative.

: 3.1 Cost Plus Fixed Fee Method				
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS	
Item II	<ul style="list-style-type: none"> Actual Direct Non-Salary - related Costs incurred in fulfilling the terms of this Agreement; all subject to audit. 	<ul style="list-style-type: none"> All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor. 		
Item III	<ul style="list-style-type: none"> Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality. 	<ul style="list-style-type: none"> Salvage value 		

: 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item IV	<ul style="list-style-type: none"> Overhead Allowance based in actual allowable expenses incurred during the term of this Agreement; subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 ("FAR"), and applicable policies and guidelines of the Municipality, NYSDOT and FHWA. For the purposes of this Agreement, and accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Municipality for each accounting period. For the monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item 1A of this subdivision to determine the charges to be made under this item. 	<ul style="list-style-type: none"> The overhead allowance shall be established as a percentage of Item 1A only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR complaint rate initially established as (N/A%, in all events not to exceed N/A% for Field; and (164%, in all events not to exceed 170% for Office), subject to audit. 	

: 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item V	<ul style="list-style-type: none"> Negotiated Lump Sum Fixed Fee. Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review of modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed. 	<ul style="list-style-type: none"> A negotiated Lump Sum Fee within this AGREEMENT shall equal \$14,000 (Agreement Amount). 	
Item VI	<ul style="list-style-type: none"> The maximum Amount Payable under this Agreement including Fixed Fee unless this agreement is formally amended and/or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed. 	<ul style="list-style-type: none"> Maximum Amount Payable under this Method shall be \$230,000 (Agreement Amount). 	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Municipality and representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

- 5.1 Payment to the Consultant is subject to the following audit rights of the Municipality:
- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
 - B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.
 - C. For Lump Sum Cost Plus Reimbursable Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.
- 5.2 In order to enable the Municipality to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.
- A. Records of Direct Non-Salary Costs;
 - B. Copies of any subcontracts relating to said contract;
 - C. Location where records may be examined; and
 - D. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

- 6.1 The Municipality will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.
- 6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Municipality from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

- 7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Municipality of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Municipality on a monthly basis or such alternative interval as the Municipality directs in writing.
- 7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the Municipality, in writing, of this fact prior to beginning any of the work. The Municipality shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Municipality determines that such work does constitute extra work, the Municipality shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the Municipality. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Municipality to the CONSULTANT for execution after approvals have been obtained from necessary Municipality officials, and, if required from the Federal Highway Administration.
- 7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Municipality all assistance required by the Municipality. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the Municipality's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Municipality from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Municipality beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per claim, issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The CONSULTANT shall supply any certificates of insurance required by the Municipality and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKERS COMPENSATION AND LIABILITY INSURANCE

This agreement shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this agreement, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Municipality at the time of execution of this agreement.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Municipality or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Municipality, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

ARTICLE 13. TERMINATION

The Municipality shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Municipality - if a termination is brought about for the convenience of the Municipality and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Municipality's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Municipality, of the total amount of work contemplated by the PROJECT Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the Municipality shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Municipality or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Municipality for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Municipality, the Municipality will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Municipality by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Municipality, including but not limited to Workers Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the Municipality.

If this provision is violated, the Municipality may revoke and annul the Agreement and the Municipality shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the Municipality.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Municipality a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Municipality.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings; specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Municipality may in certain circumstances, provide compensation for such work.
- B. Neither the Municipality's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Municipality in accordance with applicable law for all damages to the Municipality caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Municipality provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5©

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- A. an existing contract for the PROJECTS ROW incidental work or construction engineering; or
- B. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its SUBCONSULTANTS must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Municipality and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Municipality's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. MISCELLANEOUS

30.1 Executory Contract. This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Municipality beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: Municipality Contract #

Municipality: City of Plattsburgh	Consultant: Stantec Consulting Services, Inc.
by: _____	by: _____ Robert Cartwright, PE, Principal
Date: _____	Date: _____

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 20____
before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Municipality.

Notary Public, _____ County, NY

ATTACHMENT A

**Architectural/ Engineering Consultant Agreement
Project Description and Funding**

PINs: 7805.88

Term of Agreement

Ends: December 31, 2015

☒ Main Agreement ☐ Amendment to Agreement [add identifying #] ☐ Supplement to Agreement

Phase of Project Consultant to work on:

☒ P.E./Design ☒ ROW Incidentals ☒ ROW Acquisition
☐ Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: July, 2014

Finish Date: December, 2015

PROJECT DESCRIPTION:

Saranac River Trail Phase 2 – A 0.80 mile extension of the existing Saranac River Trail from the current terminus at Saranac Street to City Hall / MacDonough Park, and a connector trail to the City of Plattsburgh's Stafford Middle School. Included with the design will be a new "signature" pedestrian bridge over the Saranac River between Saranac Street and Durkee Street, in downtown Plattsburgh.

Project Location:

City of Plattsburgh, Clinton County, New York

Consultant Work Type(s): See Attachment B for more detailed Task List.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$230,000



MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)

Plattsburgh, New York

William J. Treacy, P.E.
Manager

6 Miller Street
Plattsburgh, New York 12901
518-563-2200
Fax: 518-563-6690

Date: July 9, 2014

To: Mayor James Calnon

From: Bill Treacy, Manager 

Subj.: MEUA Annual Meeting

As Manager of the Municipal Lighting Department, I hereby requests permission to attend the MEUA Annual Meeting on the September 9-12, 2014 to be held in Canandaigua, NY at an estimated cost of \$ 997.95.

Attached is a copy of information on the meeting for your review. Also attached is a resolution authorizing me to vote on issues at MEUA meeting on behalf of the City of Plattsburgh. This resolution will need to be approved by the Common Council. If you have any questions, please contact me.

ATT: 4

Cc: Councilor Kasper, MLD Liaison
Finance Director Kelly Clookey
Travel File

TRAVEL REQUEST AND AUTHORIZATION - CITY OF PLATTSBURGH

TO: DEPARTMENT LIAISON COUNCILOR

Permission is hereby requested for Bill Treacy
of MLD to travel to CANANDAIGUA, NY

for 2014 MEUA Annual Meeting on September 9-12, 2014
Hours, Incl. Travel Days

Please attach program or other literature, and back-up for estimated costs.

Estimated Costs:	Mileage	<u>\$ 120.00</u>
	Ferry/Road Tolls	<u>\$ 20.00</u>
	Hotel/Meals	<u>\$ 678.75</u>
	Travel Meals	<u>\$ 69.20</u>
	Registration	<u>\$ 110.00</u>
	Personnel Cost (Replacement, overtime & dedicated time of attending personnel)	<u>\$0</u>
	TOTAL	<u>\$997.95</u>

Please indicate department budget code from which this trip will be expended: 731.1; 741.1; 781.1

Date: July 8, 2014 Dept. Head: Bill Treacy
Bill Treacy, Manager

AUTHORIZATION:

Pursuant to the authority granted me under the City of
Plattsburgh Common Council Resolution dated _____, I
do hereby authorize the above travel as requested.

Date: _____
Councilor, Dept. Liaison

Mayor

NOTE: This authorization and supporting receipts must be attached to the travel voucher claiming reimbursement for Expenses (C.C. Resolution, Feb. 9, 1989).